UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF MICHIGAN

Zenobia M. Reed aka Zenobia Bailey aka Zenobia Williams

COMPLAINT

TO THE HONORABLE UNITED STATES DISTRICT COURT JUDGE:

The United States of America, plaintiff, alleges that:

Jurisdiction

1. This Court has jurisdiction over the subject matter of this action pursuant to Article III, Section 2, U.S. Constitution and 28 U.S.C. § 1345.

Venue

2. The defendant is a resident Wayne County, Michigan within the jurisdiction of this Court and may be served with service of process at 4980 Opal Street, Apt. 221, Grosse Pointe, Michigan 48236.

The Debt

First Cause of Action - Claim Number: 1999A13372

3. The debt owed the USA is as follows:

A. Current Principal (after application of all prior payments, credits, and offsets)	\$2,146.45
B. Current Capitalized Interest Balance and Accrued Interest	\$4,149.13
C. Administrative Fee, Costs, Penalties	\$38.87

D. Attorneys fees \$0.00

Total Owed - Claim Number 1999A13372

\$6,334.45

Second Cause of Action - Claim Number: 1999A13373

4. The debt owed the USA is as follows:

A. Current Principal (after application of all prior payments, credits, and offsets)	\$2,828.53
B. Current Capitalized Interest Balance and Accrued Interest	\$4,818.45
C. Administrative Fee, Costs, Penalties	\$50.94
D. Attorneys fees	\$0.00

Total Owed - Claim Number 1999A13373

\$14,032.37

\$7,697.92

The Certificate of Indebtedness, attached as Exhibit "A" and "B", show the total owed excluding attorney's fees and CIF charges. The principal balance and the interest balance shown on the respective Certificates of Indebtedness, are correct as of the date of the Certificates of Indebtedness after application of all prior payments, credits, and offsets. Prejudgment interest accrues at the rate of 9.130% per annum or \$0.54 per day on Claim Number 1999A13372 and

TOTAL OWED (Claim Numbers 1999A13372 and 1999A13373)

Failure to Pay

5. Demand has been made upon the defendant for payment of the indebtedness, and the defendant has neglected and refused to pay the same.

WHEREFORE, USA prays for judgment:

8.000% per annum or \$0.62 per day on Claim Number 1999A13373.

A. For the sums set forth in paragraph 3 and 4 above, plus prejudgment interest through the date of judgment, all administrative costs allowed by law, and post-judgment interest pursuant to 28 U.S.C. § 1961 that interest on the judgment be at the legal rate until paid in full;

B. For attorneys' fees to the extent allowed by law; and,

C. For such other relief which the Court deems proper.

Respectfully submitted,

By: s/Charles J. Holzman (P35625)
Holzman Corkery, PLLC
Attorneys for Plaintiff
Tamara Pearson (P56265)
28366 Franklin Road
Southfield, Michigan 48034
(248) 352-4340
usa@holzmanlaw.com

U. S. DEPARTMENT OF EDUCATION SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS

Zenobia M. Reed Zenobia M. Williams 3911 Somerset Detroit, MI 48224

I certify that Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from 09/10/98.

On or about 04/06/89, the borrower executed promissory note(s) to secure loan(s) of \$1,850.00 from First America Savings dba MAHELP - Longmont, CO at 9.13% percent interest per annum. This loan obligation was guaranteed by Northstar Guarantee, Inc. and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et seq. (34 CFR. Part 682). The holder demanded payment according to the terms of the note(s), and credited \$0.00 to the outstanding principal owed on the loan(s). The borrower defaulted on the obligation on 10/20/89, and the holder filed a claim on the guarantee.

Due to this default, the guaranty agency paid a claim in the amount of \$2,146.45 to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. The guarantor attempted to collect the debt from the borrower. The guarantor was unable to collect the full amount due, and on 07/27/93, assigned its right and title to the loan(s) to the Department.

Since assignment of the loan, the Department has received a total of \$0.00 in payments from all sources, including Treasury Department offsets, if any. After application of these payments, the borrower now owes the United States the following:

Principal:	\$2,146.45
Interest:	\$1,424.71
Administrative/Collection Costs:	\$ 38.87
Late fees	\$ 0.00
Total debt as of 09/10/98:	\$3,610.03

Interest accrues on the principal shown here at the rate of \$0.54 per day.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 9/23/98 Name: Joan Syer

Title <u>Loan Analyst</u>

Branch <u>Litigation Branch</u>

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SLS PROMISSORY NOTE

A PROMISE TO PAY

The interest and Guarantee Fee rates and terms (mentioned in the Promise to Pay on the front of this apprication promissory note) are:

1 threest. For a PLUS or SLS loan casturised prior to July 1 1997 the immest may be 9, 12, or 14 percent. For loans discursed on or after July 1 1997 the immest white equivalent to interest on the Loan Amount shown on the front of this explication promissory rule, at a variet rate not to exceed 12 percent per year. The threest rate will be determined annually and will be disclosed to the purch to disclose the may be 1. The interest rate for any year, and the rate published for that year by the U.S. Department of Education for variable interests.

o Guarantee Fee.

A Guarannee Fire.

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B. DISCLOSURE OF LOAN INFORMATION

I uncerstand that before I receive my loan statement that identities all the terms of the

C. GENERAL 🐍

Lunderstand that the lender has applied Higher Education Assistance Foundation e terms of this Promissory Note wit Higher Education Act of 1965, as a the Act, and the Rives and Regulati v, this Note shall be governed by the law

D. REPAYMENT

1 I understand I can either defer princip immediately. These ophons are described from of this application promissory note Deferred Repayment III ensire YES to a reasons explained under Deferment in the the repayment period on this loan begins due within 60 days of d.st. reement) hower at my lender's option, and in accordance

be paid by me in installments, or accrue and be added to the principal am in accordance with laws and reg I will contact the lender prior to expiration of repayment if I neglect to do so. I author the guidelines, set forth in Paragraph 2 of the my lender must inform me of the terms in w

to the lender. immediate renavment if Languer NO to 6 recrest within 60 days of disoursement.

2. I will repay this loan within 10 years of the penerally lasts at least 5 years but no more in these rules apply: a. The lender may require a repayment po

a. The lattice may reduce a repayment to ensure that during each year of the repayment CSLP PLUS or "JLS program bans cratilates; 5600 or the ungad principal balance to lift qualify for any deferment period descriptions are considered." Those periods with no coned arrovs.

3. The particular terms and conditions of rei loan disclosure statement that the lende 4 My obligation to repay this loan shall be

E. PREPAYMENT

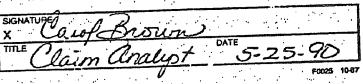
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AFFIX TO BACK OF PROMISSORY NOTE

Pay to the order of Higher Education Assistance Foundation ("HEAF") without recourse, provided, however, notwithstanding this indorsement without recourse, the undersigned hereby expressly:

- Warrants that: "
 - a) no defense of any party is good against the undersigned; and
 - b) the undersigned is not in default under the terms of that certain Lender Agreement for Guarantee of Student loans with Federal Reinsurance ("Lender Agreement") between it and HEAF, in accordance with which payment of the indebtedness evidenced by this instrument was guaranteed by HEAF.
- Disclaims the implied warranty that it has no knowledge of any insolvency proceeding instituted with respect to the maker of this instrument and instead warrants that to the extent it has knowledge of any such proceeding it has disclosed the same to HEAF, but no other implied warranties are hereby disclaimed.
- Acknowledges that:
 - a) upon payment in full by HEAF of the clean submitted by the undersigned pursuant to the aforesaid Lender Agreement, HEAF will have discharged all of its colligations to the undersity and arising out of said Lender Agreement; and
 - b) notwithstanding payment by HEAF of the undersigned's claim and acceptance by HEAF of transfer of this instrument in consideration thereof, HEAF has not waived any rights that it may have against the undersigned pursuant to the terms of the aforesaid Lender Agreement.



H: DEFAULT H: DEFAULT

Example of universities that under the Act, and HEAF Rules and Plagutations, any of the Charge of the State any installment payment when due, provided that this failure persists for 180 d tys for a loan recayable in monthly installments or 240 days for a loan recayable in less frequent installments:

ress incorporations and services.

b. m. mg any laise representation for the purpose of obtaining this loan:

c. using the fixth proceeds for other than educational purposes.

d. faithing to entroll in this school that completed the application for the time identified as my

to lear period; e no: notifying the 'moder immediate'y f' (a) drop to less than a half time student. (b) change my readuation date. (c) change my name, or (d) change my permanent address: Consequences of data of 11 I default on this loan:

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ate:, rive and payable;
b. The lander, holder, or guaranty againty may disclose to schools I have attended for an current), attending information about the default;
c. I will be ineligible to receive assistance from all Title IV programs and any. If the tollowing federal programs: Pall Grant, Supplemental Educational Opportunity Grant College Workstown; State Student Incentive Grant, Perichs Loan (formerly called National Direct Student Loan), Grannteed Student Loan (GSL). Supplemental Loan for Students (SLS), PLUS loans.

d. I will be ineligible for the benefits described under Repayment and Deferment in this Note.

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will then be required to pay HEAF all amounts

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n and its repayment will be reported to one or on this loan, the lander, holder or guaranty reau organizations. This may significantly and

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F DEFERMENT OF PAYMENT

In certain instances authorized by the Act, the payments of principal I am required to make as described under Repayment in this Hote may be deterted. The instances currently authorized by the Act are described under Deferment in the HEAF application information booklet. If I seek is such determent, I agree to frombly with the relevant federal regulations and the Rules and Regulations of HEAF including without limitation submission of required forms to the lender I entire an responsible for payment of interest during any period of determent the lender I entire an interest during any period of determent. which my lender disk (a) collection a periodic basis, or (b) and to the principal balance of

G. FORBSARANCE

If I am unlaule to recay this livan in accordance with the terms established under Repayment if this Note I main' duest the lend's to modify these terms. Lunderstand that such modification would be at the londer's option and would have to be in compliance with the Act, lederal regulations adopted under the Act and the Rules and Regulations of IREAF I understand that a modification of recomment terms under this Section is different from Determent as described in this Note and that during this period that remain responsible for payment of interest, which the lender may (a) collect from the on a periodic basis or (b) and to the principal basis has load. mai balance of this loan.

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SCHOOL CERTIFICATION :

Intereby certify that the student named in Section A of this application is accorded for emotiment or is enrolled as all least a half-time student, and is making satisfactory progress in a program determined to be eligible for this loan program. I further certify that the student has seen determined by this institution, under the regulations applicable to this loan program to be eligible for the loan applied for I further certify that based upon records available at this institution and due inquiry to the student, the student has satisfied the requirements under the Selective Service Act necessary to receive limanual a.d. is not in default on any loan made under any Title IV situ his assistance program identified in 34 CFR Part 658, and is not liable for any relund of any grant made under any Title IV student assistance program identified in 34 CFR Part 668. I further certify that this institution will comply with all applicable provisions of federal law and the rules, regulations, policies, and procedures of MEAF in the ariministration of this loan. The information provided in Sections A and B and this School Certification is true, complete, and correct to the best of my knowledge and belief. معل يبدي

U. S. DEPARTMENT OF EDUCATION SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS

Zenobia M. Reed Zenobia M. Williams 3911 Somerset Detroit, MI 48224

I certify that Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from 09/10/98.

On or about 04/06/89, the borrower executed promissory note(s) to secure loan(s) of \$2,625.00 from First America Savings Bank, FSB dba MAHELP - Longmont, CO at 8% percent interest per annum. This loan obligation was guaranteed by Northstar Guarantee, Inc. and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et seq. (34 CFR. Part 682). The holder demanded payment according to the terms of the note(s), and credited \$0.00 to the outstanding principal owed on the loan(s). The borrower defaulted on the obligation on 12/31/90, and the holder filed a claim on the guarantee.

Due to this default, the guaranty agency paid a claim in the amount of \$2,828.53 to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. The guarantor attempted to collect the debt from the borrower. The guarantor was unable to collect the full amount due, and on 05/07/93, assigned its right and title to the loan(s) to the Department.

Since assignment of the loan, the Department has received a total of \$0.00 in payments from all sources, including Treasury Department offsets, if any. After application of these payments, the borrower now owes the United States the following:

Principal:	\$2,828.53
Interest:	\$1,673.05
Administrative/Collection Costs:	\$ 50.94
Late fees	\$ 0.00
Total debt as of 09/10/98:	\$4,552.52

Interest accrues on the principal shown here at the rate of \$0.62 per day.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 9/22/98 Name: Joan Sylver

Branch Litigation Branch

P.O. BOX 64107 - ST PAUL, MN 55164-0107
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SECTION E-TO-BE COMPLETED BY SCHOOL BORROWER ACHIET WRITE IN SECTIONS BELOWN, III AND SCHOOL

MANA MANANANA

GSL PHORESSORY NOTE

A. PROMISE TO PAY

nount еснь, чёсті зо sample interesti (as specified in (4)) on the uripaid princis i of discourt.com... и until the entire principal sum and accrued interest are pr e from the data of distrements until the entire prencipel sum and accru

If you were, the U.S. Secretary, of "ducation ("Secretary") will pay the interest that is cours on this interest that is consist on this ratio to repayment status and during any determent, if it is determined that I qualify to have such payment status and during any determent, if it is determined that I qualify to have such payments are on my behalf under it is "mataboris coverning the Guaranteed Student Linar Program ("GSLP") in the event that the number of this load in payable by the Secretary, neither the lender nor other holder of this Note may attempt to notice? It is interest from me I may, however, choose to pay the interest mysels.

choose to pay this mistrest myses.

3) Once the repayment status begins I will be responsible for payment of all interest that accrues on its loan, except that if the interest accruing on it is loan prior to the repayment period was pay able by the Secretary, the Secretary will pay the intention of that accrues during any period described under DEFERMENT in this Promissory Note.

under DEFERMENT in this Promissory Note.

4) The inverset rate will be determined according to the knowing:

a H I have an outstanding Guaranteed Student Loan(s) ("GSL") on the date Leigh this Note, the applicable interest rate on the outstanding GSL(s).

b if I am borrowing for a period of enrollment which begins before July 1 1953, and I have no outstanding GSL(s), the applicable interest rate on this loan will be 8%.

c HI am borrowing for a period of enrollment which begins on or after July 1, 1963, and I have no outstanding GSL(s) but I do have an outstanding balance on any Parent Loans for Students ("SLS") made for enrollment and provided the students of the supplemental Loans for Students ("SLS") made for enrollment and outstanding balance on any Consolidation loan(s) which the supplicable interest rate on this loan will be 8% of H am borrowing for a period of enrollment which begins outstanding balance on any GSL, PLUS, or SLS made for that date on on any Consolidation loan(s) which repaid loan, and before that date, the applicable interest rate on this borrowing for on any Consolidation loan(s) which repaid loan, and before that date, the applicable interest rate on this borrowing for uppayment's atos and will be 11% borrinning with

5) The applicable interest rate:

5) The applicable interest rate a until the end of the loss vear a until the end of the known, year of any repayment status, and b. beginning with the fittin year of my repayment status will be I may also receive rebates of inter-ist, if required by the High when the applicable interest rate is 10%.

7)The lent error other holder of this note may add accrued u-balance (capitalization) of this loan in accordance with the R tre Higher Education Assertance Foundation (HEAF).

tunderstand the tiff am etigible by indertal interest benefits, the (a) during the period tain in school on at least a half-time basis, in Section D below, and (c) during the time any loan payments. Poslow

GUARANTEE FEE.

B) HEAF may charge it fee is guarantee my loan. The amount applicable regulations and inti-XT policy and Rules and Plaguideducted proportionately from each disbursement. I understate refund except for the amount attributable to any disbursement if the lender's option, be applied to my loan balance or be returned ment will show the actual guarantee fee charged.

ORIGINATION FEE

9) The Pringing See will be deducted from the proceeds of the federal law and a fibe reflected on my disclosure statement. Originate, or many series of the loan is repaid in full whitm 12 check is not asked within 12 check is not asked within 12 check is not asked within 12 check.

B. DISCLOSUFL! OF LOAN INFORMATION

Tunderstand Las before i receive my first loan check, my lends Fallement that identifies all the terms of my loan.

C. GENERAL

to determine the lender has applied for guarantee coverage because of this, the loan is subject to, and the terms of this Proma accordance with. Title IV, Part B of the Higher Education Act of theoretic requisitions adopted under the Act, and the Rules and Reg to governed by federal law, this Note shall be governed by the law not coverned by fi tenonics located.

D. REPAYMENT

I will repay this than in periodic installments during a repayment per nd of my grace period.

However, during the grace period I may request that the repayment period begins when I cease to carry at least one-half the normal at that is participating in the Guaranteed Student Loan Program (GSLP

that is participating in the Guaranteed Student Loan Program (GSLP

1) I will repay this loan over a repayment period that generally tasts at I
1) years. However, the following exceptions to these rutes apply:

a. It, during the practiper period, I request a shorter repayment period shorter period. In this event, I may later choose to have the recayment

b. The lender may require a repayment period shorter than 5 years I. —— is recessary to ensure that during each year of the repayment period shorter than 5 years I. —— is recessary to ensure that during each year of the repayment period i—or, if both my spouse and I have GSL PLUS or ISS program coans outstanding, we—pay toward principal and interest at least \$600 of the unpaid principal of all the lender grants Torbearance*, as allowed by the Act, those pendods will not be recluded in the 5- and 10-year periods mentioned above.

2) I must collact the lender prior to expiration of my grace period to negotiate the terms of repayment. If I neglect to do so, I hereby authorize the lender to establish repayment terms within the guidelines set forth in Paragraph 1 of this Section, without my further approval, however, the lender must inform me of these terms in writing at the latest address that I have provided to lender.

3) The particular terms and conditions of repayment that apply to this foan will be set forth in a

3) The particular terms and conditions of repayment that apply to this ean will be set forth in a separate document that the lender will provide to me before the repayment period begins. 4) My obligation to repay this loan shall be cancelled if I become totally and permanently disabled

E. PREPAYMENT

At my option and without penalty. I may prepay at any time all or any part of the unpaid principal balance of this Note. In the event of prepayment, I will be childled to a refund of any unearned interest that I have paid. The amount of any such rebate will be computed by the same method by which interest payments were computed.

E DEFERMENT

E. DEFECTION CLY 8

Lumberstand that in certain irretances authorized by the Art the payments I am required to make, as described under Repayment in the Note, may Le Schemed. The restances when the Charlest had the payment of the Charlest and the Art the Charlest and the Art the Charlest and the Art the Art the Charlest and the Art the Art

G. FORBEARANCE II I am unable to repay this toon in accordance with the terms established winter Repayment in this Note. I may request the territies to modify these terms. I understand this each modification would be at the territies a population and would have to be in compliance with the Act, territies (equilibrarie adopted under the Act and the News and Regulations of HEAF.) understand reverse incodification of repayment terms under this Section is different from Determent (as described at this NAM) and that wing this period is wiferent as the proposable for payment of whereat, which this traveler may (a) collect from ne on a periodic basis or (b) add to the principal balance of this loan. H. DEFAULT

AFFIX TO BACK OF PROMISSORY NOTE

a) no defense of any party is good against the undersigned; and

the undersigned hereby expressly:

1. Warrants that:

Pay to the order of Higher Education Assistance Foundation ("HEAF") without

recourse, provided, however, notwithstanding this indorsement without recourse,

the undersigned is not in default under the terms of that certain Lender Agree-

ment for Guarantee of Student loans with Federal Reinsurance ("Lender

Agreement") between it and HEAF, in accordance with which payment of

the indebtedness evidenced by this instrument was guaranteed by HEAF.

Disclaims the implied warranty that it has no knowledge of any insolvency proceeding instituted with respect to the maker of this instrument and instead warrants that to the extent it has knowledge of any such proceeding it has disclosed

the same to HEAF, but no other implied warranties are hereby disclaimed.

a) upon payment in full by HEAF of the claim submitted by the undersigned pursuant to the aforesaid Lender Agreement, HEAF will have discharged all

of its obligations to the undersigned arising out of said Lender Agreement; and

notwithstanding payment by HEAF of the undersigned's claim and accep-

tance by HEAF of transfer of this instrument in consideration thereof, HEAF

has not waived any rights that it may have against the undersigned pursuant

Acknowledges that:

1) Definition—funderstand that under the Act, and HEAF Rules and Receivedons, any of the following events is a default:

a failing to make any installment payment when due, provided that the failure persists for tied days for a loan repayable in less frequent installments or 240 days for a loan repayable in less frequent

is larger than any laise representation for the purpose of obtaining this timer cusing the loan proceeds for other than educational purposes;
d. failing to enroll in the school that community to the left of the

in for the livie identified as my loan

i a half is a student, (b) change my

including vibrest, immediately due pts I have allunded (or am cumpity

the and say of the following begins Grant, fishings Work-Study State Direct Gusters Loan). Communiting US kerner in Consolidation Francisco and Determined this Note, fees, finel die permitted for following in the result in the control for collection to an enderted for collection to an in additional section of the collection couls not to because uses amounted in machine only after complying with apply these amounted to any after complying with apply the complete of the collection of the collect

to pay HEAF all amounts coverd.

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and he reported to one or more or gueranty agency will sled ently are extra edversely affect my must exist y me at least 30 days have a company and a compan A baten ordanizations inless to make series with that ordani-

of America that the following ned at my epotection for this set and is made in good faith jointly keyable to the and my which may be due the up to that it may altend or HEAF to any requested information thry, current address). I also windson, or HEAF to make revision, or HEAF to make ent landers or holders, with a landers or holders, with a landers or holders, with a lander lan

to the terms of the aforesaid Lender Agreement. SIGNATIONE A

wave peen provided to me and that I understand my responsibilities and my

SCHOOL CERTIFICATION /

SCHOOL CERTIFICATION

Thereby certify that the student named in Section A of this application is excepted for enrollment or is enrolled as at least a half-time student, and is making satisfactory curryess in a program determined to be eligible for this loan program. If further certify that the student rate been determined by this institution, under the regulations applicable to this loan program, to be eligible for the loan applied for. If further certify that abased upon records available at this institution and due for curry of the student, the student has satisfaced the requirements under the Selective Service Act increasing to receive the nancial aid is not in default on any loan made under any Title IV situations assistance program identified in 34 CFR Part 668, and is not liable for any refund of any grant made under any student assistance program identified in 34 CFR Part 668. If further certify that this institution will comply with all applicable provisions of lederal law and the rules regulations, pressue and procedures of HEAF in the administration of this loan. The information provided in Sections A and B and this School Certification is true, complete, and correct to the best of my knowledge and belief.